

Department of the Army
Corps of Engineers, CEHNC-EM
Environmental & Munitions Center of Expertise
1616 Capitol Avenue
Omaha, Nebraska 68102-4901

Department of Defense and State Memorandum of Agreement
Cooperative Agreement

This Cooperative Agreement (CA) is made pursuant to a Department of Defense and State Memorandum of Agreement (DSMOA) between the Department of Defense (DoD) and the State of Maine Department of Environmental Protection on behalf of the State of Maine, signed on June 24, 1991. The parties to this agreement are DoD on behalf of the United States and the State of Maine. The State of Maine is also referred to as the "Recipient" to this agreement.

1. **COOPERATIVE AGREEMENT TITLE:** "Department of Defense and State Memorandum of Agreement Program"
2. **COOPERATIVE AGREEMENT NUMBER:** W912DY-16-2-0221
3. **RECIPIENT CONTACT NAME AND ADDRESS:** All communications to the Recipient in connection with this agreement shall be addressed to the following point of contact:

Mr. David W. Wright
State of Maine Department of Environmental Protection
Bureau of Remediation
17 State House Station
Augusta, ME 04333-0017

Telephone: (207) 446-4366
Facsimile: (207) 287-7826
E-mail: david.w.wright@maine.gov

4. **PAYMENT METHOD:** Reimbursement from DoD to the Recipient shall be made by means of electronic funds transfers. The Recipient shall provide its payment "routing" number to its U.S. Army Corps of Engineers (USACE) Financial Manager. The USACE Financial Manager will ensure this information is provided to the Government paying office and ensure that the electronic payment procedures are properly established. The payment office and the Recipient shall only maintain Recipient's routing numbers.

Tax ID No: 01-6000001

DUNS No: 809045586

5. **SCOPE OF WORK:** The work to be accomplished under this agreement consists of the approved eligible services that are identified in the following documents which are hereby incorporated by reference:
 - a. The DSMOA with the Recipient dated June 24, 1991.
 - b. The Two-Year CA Joint Execution Plan (JEP) developed by the Recipient and the Military Components identified in the DSMOA.
 - c. The approved eligible services associated with environmental restoration project(s) on the installation(s) listed in Attachment A, attached hereto and made a part hereof, which the parties adopt in accordance with the DSMOA. Any changes to Attachment A may only be accomplished through bilateral modification to this CA in accordance with the DSMOA.
 - d. Travel: DoD expects CA Recipients may be required to travel both within and outside their State in order to accomplish and complete the services funded in furtherance of the Secretary of Defense's mission.
6. **INSTALLATIONS COVERED BY THIS CA:** This CA shall apply to the environmental restoration projects on the installations listed in Attachment A, attached hereto and made a part hereof, which the parties adopt in accordance with the DSMOA. Any changes to Attachment A may only be accomplished through bilateral modification to this CA in accordance with the DSMOA.
7. **PERFORMANCE PERIOD:** This CA shall apply to approved eligible services provided by the Recipient and its agents, contractors, subcontractors, sub-recipients and employees during the period beginning July 1, 2016 and ending June 30, 2018. Anything above the funded amount of this CA is subject to the availability of funds.
8. **AWARD AMOUNT:** Award amounts are shown in the table at Attachment B, attached hereto and made a part hereof. DoD agrees to reimburse the Recipient for approved eligible services the Recipient, its agents, contractors, subcontractors, sub-recipients and/or employees may perform during the performance period and in connection with the installations described in Attachment A of this CA. The Recipient shall not exceed the award amounts specified in Attachment B. The Recipient shall notify the Grants Officer and the individuals identified in paragraphs 9 (b), (d) and the appropriate Funding Component when 80% of the funded amount for any specific fund has been expended. The Recipient may request additional funds for eligible services provided under this agreement, such as an increase in the award amounts

specified in Attachment B, in accordance with the procedure set forth in paragraph 14 (b) below. However, if no response is received from the Government or additional funding granted, the Recipient should stop work for that funding category prior to exceeding the funded amount.

9. POINTS OF CONTACT:

a. United States Grants Officer:

Ms. Felicia M. McBride
U.S. Army Engineering and Support Center, Huntsville
ATTN: CEHNC-CTB (McBride)
4820 University Square Blvd.
Huntsville, AL 35816

Telephone: 256-895-1768
Facsimile: 256-895-1197
E-mail: Felicia.M.McBride@usace.army.mil

b. Program Representative:

Ms. Sandra C. Snelling
Headquarters, U. S. Army Corps of Engineers
Attn: CEMP-CED
441 G Street NW
Washington, DC 20314-1000

Telephone: 202-761-7497
Facsimile: 202-761-4169
E-mail: Sandra.C.Snelling@usace.army.mil

c. Financial Representative (for issues related to reimbursements to the Recipient):

Ms. Delwana North
Headquarters, U. S. Army Corps of Engineers
Attn: CEMP-DE
441 G Street NW
Washington, DC 20314-1000

Telephone: 202-761-5539
Facsimile: (202) 761-4169, HQ only
E-mail: Delwana.P.North@usace.army.mil

d. Administered By:

Mr. Rich Meyer
U. S. Army Corps of Engineers
Environmental and Munitions Center of Expertise
ATTN: CEHNC-EMC (Meyer)
1616 Capitol Avenue
Omaha, NE 68102-4901

Telephone: (402) 697-2586
Facsimile: (402) 697-2613
E-mail: Richard.J.Meyer@usace.army.mil

- 10. REPORTING REQUIREMENTS:** In accordance with 2 CFR Part 200, the Recipient shall provide a copy of the following reports to their Federal State Manager with a copy to the Grants Officer: financial reports, performance reports, and annual funding reviews. The Recipient posts the required information for these reports on the DSMOA Portal <https://dsmoa.usace.army.mil> : Step 3 (Payments to States), Step 4 (Performance Reports) and Step 5 (annual Funding Reviews).
- 11. PAYMENTS:** Recipients shall submit electronic payment vouchers to the Federal Government no less frequently than once every three months and no more frequently than once per month. The Recipient shall send electronic payment requests to the U.S. Army Corps of Engineers Financial Representative identified in paragraph 9.c. above. Payments will be disbursed by:
- U.S. Army Corps of Engineers Finance Center
Attn: CEFC-AO-P
5722 Integrity Drive
Millington, TN 38054-5005
- 12. OFFICIALS NOT TO BENEFIT:** No member of Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit arising from it, in accordance with 41 U.S.C. § 22.
- 13. CERTIFICATIONS AND REPRESENTATIONS:** By signing this agreement, the Recipient agrees to comply with the Certifications and Representations submitted with their application dated April 19, 2016.
- 14. FUNDING:** Notwithstanding the Recipient's application and budget information, the Federal Government is not obligated under this CA to reimburse the Recipient for costs incurred in excess of the awarded amount specified in the tables at Attachment B and any subsequent modification to this CA.

- a. The Component may modify and approve eligible services identified in the JEP as long as the total obligated amount remains unchanged. However, if there is a net change (e.g. increase/decrease) in funding or an installation is added/deleted on the Attachment A, the Grants Officer approval is required.
- b. Requests for additional funds may be made by the Recipient, and should be submitted at the time of the annual funding review or when the Recipient expends 80% of the funded amount, whichever comes first.
- c. The Recipient should not continue performance under this CA (including actions under the Termination Clause of this CA) or otherwise incur costs in excess of the amounts specified in the tables in Attachment B. The Government's obligation to pay or reimburse any costs hereunder is limited to the obligated/awarded amount. There is nothing in this agreement that will be interpreted to require performance or payments by the Federal Government in violation of the Anti-Deficiency Act.

15. TERMINATION AND DISPUTE RESOLUTION:

- a. Material Failure to Comply and Termination for Convenience. The Grants Officer may unilaterally take action to remedy a material failure to comply with the terms of the CA, including, but not limited to, temporarily withholding cash payments, disallowing all or part of the costs related to the activity or action not in compliance, wholly or partially suspending or terminating the CA, and/or withholding further awards, pursuant to the provisions of 2 CFR Part 200 and applicable federal law or by either party under termination for convenience pursuant to the provision of 2 CFR Part 200 and Section VI ("Termination") of the DSMOA.
- b. Dispute Resolution. The State and the Federal Government agree to resolve any disagreements between them in accordance with the terms of the DSMOA.

16. INCORPORATED CIRCULARS AND REGULATIONS: This agreement incorporates by reference all terms, conditions and provisions, not otherwise excepted herein, of OMB Circulars A-87 (2 CFR Part 225), A-102 and A-133, the applicable provisions of the DoD Grant and Agreement Regulations (DoDGARS) and 2 CFR Part 200.

In the event of a conflict between the terms of this agreement and other governing documents, the conflict shall be resolved by giving precedence in descending order as follows:

- a. The DoDGARS, 2 CFR Part 200 including applicable OMB Circulars;
- b. The DSMOA;

- c. The articles contained in this agreement.

OMB Circulars may be obtained from:

<http://www.whitehouse.gov/OMB/circulars/>

The DoDGARS may be obtained from:

<http://www.dtic.mil/whs/directives/corres/html/32106r.htm>

The Uniform Administrative Requirements from:

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

- 17. CLOSE OUT:** Within 90 days after the expiration or termination of this CA, the Recipient must submit all financial, performance, and other reports required as a condition of the CA. Upon written request by the Recipient, the Government may extend the 90 day timeframe in accordance with 2 CFR Part 200.

18. MODIFICATIONS:


- a. **Bilateral Modifications.** Bilateral Modifications to this CA may be issued by the Grants Officer for any changes to the scope of work, Attachment A, any decrease in the funds specified in Attachment B or increase in funds specified in Attachment B due to an increase in scope of work, and any termination for convenience of the subject CA. Bilateral modifications require the signatures of an authorized representative of the Recipient and the Grants Officer.
- b. **Unilateral Modifications.** The Federal Government may implement administrative changes to this CA as unilateral modifications. For the purposes of this agreement, administrative changes include any increase in funds specified in Attachment B for work currently included within the scope of work, changes in the Grants Officer, points of contact specified for the Federal Government or Recipient, changes in addresses, phone numbers, email addresses, and corrections of obvious typographical or calculation errors. Unilateral modifications require the signature of the Grants Officer only.

- 19. FOLLOW-ON COOPERATIVE AGREEMENTS:** In the event that the DSMOA Program continues beyond the expiration date of this CA and the Recipient seeks to continue to participate, the Recipient shall prepare and submit an application for a follow-on CA as generally described for the 6-Step Process. The Recipient must submit the application to the Federal Government no later than May 9, 2018. Early submittal of the application is highly recommended.

- 20. STATE'S RESERVATION OF RIGHTS:** Notwithstanding any other provision of this agreement, (a) the Recipient shall retain any statutory right it may have to recover costs incurred in association with providing services to the DoD not reimbursed under this agreement and (b) nothing herein shall limit the Recipient's rights established in the DSMOA nor the Recipient's reservation of rights set forth therein.
- 21. STATUTORY AUTHORITY:** This CA is entered into pursuant to and is subject to the requirements and limitations of 10 USC § 2701 (d).
- 22. SINGLE AUDIT ACT:** The Recipient that expends \$750,000 or more in a year in Federal Awards must have a Single or Program-Specific audit conducted in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; Subpart F.
- 23. INDIRECT RATE REQUIREMENT:**
- a. **Current Indirect Rate:** The Recipient shall provide the Grants Officer with a current approved indirect rate with the CA application.
 - b. **Expired Indirect Rate:**
 - i. If the Recipient does not have a Current Indirect Rate, this CA will be awarded based on the expired, but previously approved, indirect rate that was submitted with the CA application. At the discretion of the Grants Officer, this rate will be used as a temporary indirect cost rate applicable to a specified period, which is used for funding, interim reimbursement and reporting indirect costs on this CA pending the establishment of a current approved indirect rate.
 - ii. The Recipient shall submit an indirect cost proposal to the Cognizant Agency within three (3) months from the effective date of this agreement and provide the Grants Officer with a current approved indirect rate within six (6) months from the effective date of this agreement.
 - iii. The Grants Officer reserves the right to disallow indirect charges anytime during the six (6) month period if the recipient fails to submit an indirect proposal within three (3) months, fails to provide any required additional information requested by the Cognizant Agency in writing or fails to make good faith efforts to obtain a current approved indirect rate.

Department of Defense and State Memorandum of Agreement
Cooperative Agreement W912DY-16-2-0221

On Behalf Of The State of Maine:




Paul Mercer
Commissioner, Department Of Environmental Protection

5/23/16

Date

On Behalf Of The United States Of America:



Felicia M. McBride
Grants Officer

8 Jun 16

Date

Legal Review By:

BREWER.GARRY.L.111548
6701

Digitally signed by BREWER.GARRY.L.1115486701
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI,
ou=USA, cn=BREWER.GARRY.L.1115486701
Date: 2016.05.26 15:29:57 -05'00'

Garry L. Brewer
Huntsville Center, DSMOA Counsel

Date

ATTACHMENT A TO COOPERATIVE AGREEMENT DOD INSTALLATIONS COVERED BY THIS AGREEMENT

State/Territory of Maine

Period: 7 - 01-JUL-16 thru 30-JUN-18

Created date: 5/12/2016 Contract No.: W912DY-16-2-0221

<u>Component / Funds Type</u>	<u>Installation</u>
AIR FORCE BRAC LEGACY	1. DIRECT PROGRAM SUPPORT JEP (AIR FORCE: ME)
AIR FORCE BRAC LEGACY	2. LORING AFB, LIMESTONE (013 06A 1584 15)
AIR FORCE IR	1. BANGOR ANGB (101 ARW)
AIR FORCE IR	2. DIRECT PROGRAM SUPPORT JEP (AIR FORCE: ME)
AIR FORCE IR	3. SOUTH PORTLAND ANGB (265 CCS)
DESC IR	1. DEFENSE FUEL SUPPORT HARPSWELL (013 06A 1589 15)
DESC IR	2. DIRECT PROGRAM SUPPORT JEP (DESC: ME)
FUDS IR	1. AF GAT, GLENBURN TOWN OFFICE (D01ME0566) (013 06A 1588 15)
FUDS IR	2. AF RAD TRAC STA, MACHIASPORT (D01ME0486) (013 06A 1588 15)
FUDS IR	3. CASWELL AFS Z-80 (D01ME0111)
FUDS IR	4. DIRECT PROGRAM SUPPORT JEP (FUDS: ME)
FUDS IR	5. DOW MIL AF (D01ME0004) (013 06A 1588 15)
FUDS IR	6. FUDS FORUM
FUDS IR	7. LOR AFB LAU AX (D01ME0132) (013 06A 1588 15)
FUDS IR	8. LORING AFB COMMO AX #2 (D01ME0128) (013 06A 1588 15)
FUDS IR	9. NIKE 58 (D01ME0077) (013 06A 1588 15)
FUDS IR	10. NIKE LO-13 (D01ME0028) (013 06A 1588 15)
FUDS MAP	1. STATEWIDE MANAGEMENT ACTION PLAN - MAPS
NAVY BRAC LEGACY	1. BRUNSWICK NAS, INCLUDING TOPSHAM ANNEX (013 06A 1583 15)
NAVY BRAC LEGACY	2. DIRECT PROGRAM SUPPORT JEP (NAVY: ME)
NAVY IR	1. DIRECT PROGRAM SUPPORT JEP (NAVY: ME)
NAVY IR	2. NAVAL COMMUNICATIONS UNIT CUTLER (013 06A 1586 15)
NAVY IR	3. PORTSMOUTH NAVAL SHIPYARD KITTELY (013 06A 1587 15)

ATTACHMENT B TO COOPERATIVE AGREEMENT AWARD AMOUNT TABLES

for MAINE

W912DY-16-2-0221

for the Period: July 01, 2016 thru June 30, 2018

Modification No.: 0	Mod Type: Initial	Date: May 12, 2016
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AIR FORCE

Fund Type	Funded to Date	Funded this Action	Total Obligated
AIR FORCE IR	\$0.00	\$60,000.00	\$60,000.00
AIR FORCE BRAC LEGACY	\$0.00	\$50,000.00	\$50,000.00

DESC

Fund Type	Funded to Date	Funded this Action	Total Obligated
DESC IR	\$0.00	\$0.00	\$0.00

FUDS

Fund Type	Funded to Date	Funded this Action	Total Obligated
FUDS IR	\$0.00	\$125,000.00	\$125,000.00
FUDS MAP	\$0.00	\$5,000.00	\$5,000.00

NAVY

Fund Type	Funded to Date	Funded this Action	Total Obligated
NAVY IR	\$0.00	\$90,000.00	\$90,000.00
NAVY BRAC LEGACY	\$0.00	\$0.00	\$0.00

Totals: \$0.00 \$330,000.00 \$330,000.00
Obligated Grand Total \$330,000.00